



TERMS OF SERVICE SERVICE LEVEL AGREEMENT

Introduction

Comm-Core is proud to offer an exceptional level of performance, reliability, and service; therefore, we are making commitments to our customers in the form of a Service Level Agreement ("SLA"). The Comm-Core SLA guarantees our network/equipment reliability and performance. This SLA applies to customers of Comm-Core VoIP or internet access networks and are subject to any restrictions placed on Comm-Core by an underlying provider.

Uptime Commitment

Comm-Core strives to maintain a 99.99% network and soft switch uptime service level. This uptime percentage is an annual figure, and it is calculated solely by Comm-Core monitoring systems or Comm-Core authorized/contracted outside monitoring services. If Comm-Core fails to meet its 99.99% uptime commitment and it is not due to one of the exceptions below, credits will be made available to each client, upon request following the procedure described below.

An "outage" is defined as an instance in which Client is unable to transmit and receive IP packets or process calls due to a Comm-Core service failure for more than 5 consecutive minutes, excluding service failures relating to Comm-Core scheduled maintenance and upgrades. The Comm-Core network does not include client premises equipment or any Telco access facilities connecting Client's premises to such infrastructure (DSL, Cable modems, T1 outages, etc.).

Comm-Core's goal is to keep Average Round-Trip Latency (ARTL) on the Comm-Core network to 100 milliseconds or less. Comm-Core defines "Average Round-Trip Latency", with respect to a given month, as the average time required for round-trip packet transfers between Comm-Core's network and major backbone peering points during such month, as measured by Comm-Core. Comm-Core's goal is to keep Average Packet Loss (APL) on the Comm-Core network to 1% or less. Comm-Core defines APL, with respect to a given month, as the average percentage of IP packets transmitted on the Comm-Core network during such month that are not successfully delivered, as measured by Comm-Core.

Measurement

Comm-Core will continuously monitor Comm-Core network and trunks availability using software and hardware components capable of measuring packet and application traffic flows and responses. Client acknowledges that such measurements may not measure the exact path traversed by Client's internet connection, and that such measurements constitute measurements across the Comm-Core network but no other networks to which Client may



connect. Comm-Core reserves the right to periodically change the measurement points and methodologies it uses without notice to Client.

Credit Procedure

There are three types of credits available to the customer. The first type is for “trunk downtime”, the second type is for exceeding the Average Round-Trip Latency (ARTL) threshold in a calendar month and the third type is for exceeding the Average Packet Loss threshold in a calendar month. Credit requests must be made by providing written notice to Comm-Core which may be sent to Comm-Core by emailing Billing @comm-core.com or mailing the form to Comm-Core: ATTN: “Billing”. Each request in connection with network/trunk outages/downtime must be received by Comm-Core within five days of the occurrence or five days after the month in connection with the ARTL or APL credit.

For every outage reported and recognized as a Comm-Core responsible outage, credit will be equal to 1/30th of the applicable monthly fees paid by Client, (for all service fees paid if network outage, or specific affected service fees paid if individual trunk downtime). Multiple outages reported on the same calendar day will not result in more than a 1/30th applicable credit against service fees. If the ARTL on the Comm-Core network for a calendar month exceeds 100 milliseconds, then upon Client's request, Comm-Core will issue a credit to Client equal to one day's worth (1/30th) of the monthly service fees paid by Client for such month. If APL exceeds 1% during a calendar month, then upon Client's request, Comm-Core will issue a credit to Client equal to 1/30th of the monthly service fees paid by Client for such month. The total amount credited to a Client for Comm-Core not meeting SLA service levels will not exceed the service fees paid by Client to Comm-Core for such services for the period in question. Each validly requested credit will be applied to a Client invoice within 45 days after Comm-Core's receipt of such request. Credits are exclusive of any applicable taxes charged to Client or collected by Comm-Core.

Exceptions to Credit

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the Comm-Core network caused by or associated with:

- 1. Circumstances beyond reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (i.e...fire, flood, earthquake, tornado, etc...), strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement**
- 2. Scheduled maintenance for hardware/software upgrades**
- 3. Internet issues not within the direct control of Comm-Core**



4. **Client's acts or omissions, including without limitation, any negligence, willful misconduct, or use of Comm-Core service(s) in breach of Comm-Core's Acceptable Use Policy or any other policy or Terms of Service, by Client or others authorized by Client.**

General

Comm-Core reserves the right to change or modify this SLA and will notify customer in the event any changes are made to this SLA. In case of differences of terms/points in this SLA compared to the Service Agreement, the Service Agreement terms/points prevail over this general SLA policy.

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